

CLAIMS: UNITED STATES AND VENEZUELA COMPANY

Protocol signed at Caracas August 21, 1909

Entered into force August 21, 1909

Terminated upon fulfillment of its terms

Treaty Series 531½

PROTOCOL OF SETTLEMENT BETWEEN THE UNITED STATES OF AMERICA, ON BEHALF OF THE UNITED STATES AND VENEZUELA COMPANY, AND THE UNITED STATES OF VENEZUELA, SIGNED AT CARACAS, VENEZUELA, AUGUST 21, 1909

The United States of America and the United States of Venezuela, through their representatives, William W. Russell, Envoy Extraordinary and Minister Plenipotentiary of the United States of America, and General Juan Pietri, Minister for Foreign Affairs of the United States of Venezuela, duly authorized by their respective Governments, have agreed upon and signed the following Protocol of Settlement:

Whereas, under a certain Protocol between the United States of America and the United States of Venezuela for the decision and adjustment of certain claims, signed at Caracas on the 13th day of February, 1909,¹ it was agreed that the claim of the United States and Venezuela Company against the United States of Venezuela, also known as the "Crichfield Case", should be submitted to the jurisdiction and adjudication of three arbitrators to be chosen from the Permanent Court at The Hague, created at the Second Peace Conference, held at the Hague in 1907,² the Company fixing the value of said claim at one million five hundred thousand dollars (\$1,500,000.00); and

Whereas, the respective Governments, animated by the spirit of sincere friendship that has always existed and should exist between the two Nations, and actuated by the firmest desire to maintain and continue the good understanding which should exist and increase between them, and to the end of avoiding all possible future differences regarding this matter, and of adjusting existing differences concerning said claim by common accord,

¹ TS 522½, *post*, p. 1113.

² TS 536, *ante*, vol. 1, p. 577.

instead of further proceedings under the said Protocol, and in pursuance of the express provision of Article XII of said Protocol, as heretofore extended by the joint agreement of the said Governments, have now reached an amicable arrangement and adjustment of the said claim and have agreed to and do adjust the same in the manner and form hereinafter stated.

First. The United States of America, on behalf of the United States and Venezuela Company, and on behalf of Ralph T. Rokeby, as Trustee for the mortgage bondholders of the United States and Venezuela Company, hereby releases to the United States of Venezuela forever, all the right, title, and interest of the United States and Venezuela Company, and of said Trustee for the said bondholders, in and to the following described property:

1. The mining concession to the mine Inciarte, granted on the 18th day of June, 1900, by the Government of Venezuela to Doctor Pedro Guzmán, and thereafter and on the 5th day of February, 1901, assigned and sold from Pedro Guzmán to George W. Crichfield, and thereafter and on the 2d day of January, 1902, assigned by George W. Crichfield to the United States and Venezuela Company, together with the mine and its appurtenances, subject to the provisions stipulating the right of the said Doctor Guzmán to collect two (2) bolivars per ton on every ton of asphalt exported.

2. A certain concession, bearing date the 20th day of April, 1901, between the United States of Venezuela and George W. Crichfield, as grantee, for a railroad to develop said mining property, which railroad starting from the mine Inciarte ends on the banks of the river Limón, near its confluence with the river Sucuy, said concession being thereafter assigned by George W. Crichfield to the United States and Venezuela Company, by assignment bearing date the 2d day of January, 1902, which transfer was assented to by the Venezuelan Government on the 30th day of January, 1902; together with the railroad, rolling stock, refinery, wharves and personal property and appurtenances connected therewith, as the same exist at present.

Second. In consideration of the premises, and in payment of the above-mentioned release, the United States of Venezuela covenants, promises and agrees to pay to the United States of America therefor the sum of four hundred and seventy-five thousand dollars (\$475,000.00), in gold coin of the United States of America, of the present standard of weight and fineness, at the office of the Secretary of State, Washington, D.C., in the United States of America, in eight (8) equal installments at the following times, namely:

1. The first payment of fifty-nine thousand three hundred and seventy-five dollars (\$59,375.00) to be made forthwith upon the signing of this agreement.

2. The second payment of the same amount to be made one year from the date hereof, at the same place, and thereafter the third, fourth, fifth, sixth,

seventh, and eighth payments to be made annually, of the same amounts, one year apart, at the same place.

Third. By virtue of the present agreement the United States of America, in the name of the United States and Venezuela Company, and of Ralph T. Rokeby, Trustee for the mortgage bondholders of said Company, declare themselves to be fully paid and satisfied for all claims of the United States and Venezuela Company against Venezuela; and the United States of Venezuela declares itself to be fully paid and satisfied for all claims of the United States of Venezuela against the United States and Venezuela Company.

In witness whereof the undersigned have hereunto set their hands and seals this twenty first day of August, one thousand nine hundred and nine.

WILLIAM W. RUSSELL
PIETRI

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